REMARKS

This paper addresses the Office Action mailed September 14, 2007. Claims 1-55 stand rejected. Claims 1-5, 8-10, 12, 22, 25-26, 28-32, 34-37, 39, 52, 54-55 have been amended. Claim 56 has been added. Claims 1-56 are pending. The new and amended claims are supported by the original disclosure and do not add new matter. Reconsideration of the present application is respectfully requested in light of the amendment and the following remarks.

I. Defective Oath/Declaration

While the objection is not necessarily agreed with, a supplemental declaration will be filed in a separate paper.

II. Objections to Claims 8, 9, 35, and 36

The Office Action objected to claims 8-9 and 35-36 as allegedly "repeat[ing] the same limitation." Applicant respectfully disagrees. As the Office Action correctly points out, claim 8 recites "a database configured to store a first account record for the first remote **user terminal**." Claim 9 recites "a database configured to store a first account record for a **user**." The Office Action asserts that these as the same because claim 1, from which 8 and 9 depend, recites "a first remote user terminal." However, even though the system of claim 8 and the system of claim 9 both include "a first remote user terminal" feature recited in claim 1, that does not mean that an "account record for **the first remote user terminal**" is necessarily the same feature as an "account record for **a user**." In one claim, the record is for the user, in the other it is for the terminal. Similar reasoning applies to claims 35 and 36. Accordingly, Applicant respectfully requests withdrawal of the objection to claims 8, 9, 35, and 36.

III. Rejection of Claims 8, 9, 22, 35, 36, and 54 Under 35 U.S.C. § 112

The Office Action rejected to claims 8, 9, 22, 35, 36, and 54 under 35 U.S.C. §112, citing the claims' use of "a first amount" and "a second amount." While the rejection is not necessarily agreed with, claims 8, 9, 22, 35, and 54 have been amended to improve clarity by reciting a third and fourth amount. The amendments do not affect the scope of the claim. Additionally, claims 10 and 37 were amended in similar fashion to improve clarity. In light of the amendments, Applicant respectfully requests withdrawal of the 35 U.S.C. § 112 rejection of claims 8, 9, 22, 35, 36, and 54.

IV. Rejection of Claims 1-10, 12-37, 39-55 Under 35 U.S.C. § 103

The Office Action rejected claims 1-10, 12-37, 39-55 under 35 U.S.C. § 103 as being obvious over United Kingdom Patent Application 2385802 ("Akalley").

Claim 1 has been amended to incorporate features of claim 5. Claim 2 has been amended to incorporate the language of original claim 1 and is thus unchanged in scope. Similarly, claim 28 was amended to incorporate features of claim 32. Claim 29 was amended to incorporate the language of original claim 28 and is thus unchanged in scope. All of the claims which previously depended from claim 1, have been amended to depend from claim 2. All of the claims which originally depended from claim 28, have been amended to depend from claim 29. Claim 53, the article of manufacture claim corresponding to claim 28, has been amended to correspond to claim 29.

Applicant respectfully points out the Office's obligation to identify fact and reasoning showing how each and every feature of each and every dependent claim is allegedly taught or suggested by the cited reference. Applicant respectfully submits what has been provided effectively an improper omnibus rejection of the claims. See MPEP 707.07(d). Moreover, the Office Action makes numerous references to things which are allegedly "well known", Applicant respectfully traverses all of these assertions. In accordance with 37 C.F.R. 1.104 (d)(2) and to preserve Applicant's rights to argue these issues on appeal, Applicant requests that the Office provide an affidavit that supports the rejection of the claims based on the official notice, common knowledge, or personal knowledge of the Examiner. See *In re Lee,* 277 F.3d 1338, 1344-45, 61 U.S.P.Q.2d 1430, 1435 (Fed. Cir. 2002) (finding that reliance on "common knowledge and common sense" did not fulfill the PTO's obligation to cite references to support its conclusions as the PTO must document its reasoning on the record to allow accountability and effective appellate review).

Claim 1 stands rejected under 35 U.S.C. §103 over Akalley. As amended, claim 1 recites in part:

> **a translator configured to convert a first gaming message from a Java transaction object format to the first SMS text message prior to the first SMS text message's transmission via the wireless network,** the translator further configured to convert the second gaming SMS text message to a Java transaction object format after receipt of the second gaming SMS text message at the first remote user terminal.

Akalley is completely silent as to converting from a Java type game on a remote terminal into an SMS terminal format for transmission via a wireless network towards an application

server. Applicant respectfully submits that SMS messages are generally used for text or similar short messages entered by users using a keypad, not as a means for communicating information over a wireless network from a Java transaction object associated with a lottery game. Applicant notes that the citation to Akalley 5:29-6:21 does not discuss translating a Java transaction object into an SMS message prior to transmission over the wireless network from the remote terminal. Accordingly, Applicant respectfully submits that Akalley does not each or suggest all the features of Applicant's claim 1.

Claim 2, now independent, recites:

2. (Currently amended) A remote access based gaming system, comprising:
 a wireless network;
 a first remote user terminal; and
 a data center that includes an application server,
 the first remote user terminal configured to transmit toward the application server a first gaming SMS text message, the application server configured to transmit toward the first remote user terminal a second gaming SMS text message, wherein the first and second gaming SMS text messages are transmitted via the wireless network
 and *wherein the first and second gaming SMS text messages relate to an enriched graphics lottery game.*

Akalley is silent with respect to providing a lottery game with graphics using SMS wireless messages transmitted over a wireless network. As the Office Action points out, Akalley generally describes entering "text messages" to make lottery game entries, not using an enriched graphics lottery game. In particular, Akalley requires the user to type in the entry on a blank page, complying with formatting rules, or receiving a rejection message because the entry was not properly formatted. This in no way teaches or suggests the use of Java. The Office Action suggests the conversion to and from Java to be obvious because "Java is a format that is commonly used in electronic games. . . Akalley specifically teaches SMS message format is used to communicate with a lottery gaming system regardless of what format the gaming designer decides to use and convert to." However, Akalley does not specifically teach that *any* format is possible. Akalley teaches interpreting "details within the text message of a call and to convert them to a suitable signal for entry into the lottery system." Akalley nowhere describes that a Java front end that results in SMS messages being sent to allow a player to enter a lottery game.

Claims 3-27 ultimately depend from claim 2 and therefore should all be allowable for at least the same reasons as claim 2.

Separately and independently claim 4, as amended, should be allowed because Akalley does not teach user selection from among games with differing formats. Akalley generally teaches SMS entry in a single type of lottery game. The user of Akalley may pick numbers, may ask for computer selected numbers, and may specify which date should be played (e.g. this week or next), but Akalley teaches only one format of game. Akalley therefore does not teach or suggest a user's ability to select what format game they would like to play (as further discussed for claim 27).

Separately and independently, claim 5 should be allowable for at least the additional reason that Akalley does not teach or suggest a translator configured to convert between a Java transaction object format and an SMS text format. Akalley is also silent as to the reconversion from SMS back into a JAVA transaction object format. It would not be obvious to implement the recited Java to SMS translator to facilitate network communication.

Separately and independently claim 6 should be allowed, because Akalley does not teach a Java to binary, then binary to ASCII, and then ASCII to SMS translation. Akalley teaches the creation of an SMS message and the sending of an SMS message. The Office Action finds these translations obvious because allegedly "Binary and ASCII text formats are also well known formats in the art[, and it] is well known in the art to change one computer format to another." No reference is supplied to support why this feature would be obvious in the context of an SMS communication system supporting a lottery game. Moreover, the translation is not obvious because it provides unexpected benefits beyond mere translation. The confidentiality of the game can be enhanced by a combination of a first translation between the Java transaction object format and a binary message format, a second translation between the binary message format and an ASCII text message format, and a third translation between the ASCII text message format and the SMS text message format. The effect of this is a form of encryption that prevents the text message from being understood literally. This provides additional security. SMS is a very unsecured message format. Akalley does not teach or suggest any form of encryption. Akalley generally teaches a feature of typing in a password, but that password is merely SMS text and easily read by anyone intercepting cellular transmissions. The transformations in claim 6 are unique, non-obvious, and are not taught or suggested by Akalley.

Separately and independently claims 10 and 22 to 24 are allowable because Akalley does not teach or suggest "a share distribution and a contribution percentage" among more than one user. The Office Action does not address this feature at all. Akalley may describe a system that might be used by multiple users, but Akalley generally teaches multiple users all

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making individual lottery entries. This does not teach a "share distribution and contribution percentage," debiting portions from multiple accounts according to the percentage, and crediting those accounts according to the percentage if the game is a winner.

Separately and independently, claim 27 is allowable because Akalley does not teach "a simulated scratch-off game." The Office Action makes no mention of a simulated scratch-off game. Related to the fact that Akalley does not teach Java, does not teach graphics, does not teach a plurality of game formats, and merely teaches a plain SMS message to enter a lottery; Akalley could not even possibly teach or suggest "a simulated scratch-off game."

Accordingly claims 1-10 and 12-27 should all be allowable over Akalley.

Claims 28 recites features similar to claim 1 in method form. Claim 29 recites features similar to claim 29. These two independent claims should therefore be allowable for similar reasons to those given above for claims 1 and 2. Claims 30-37 and 39-53 ultimately depend from claim 29 and should therefore be allowable for at least the same reasons as claim 29. Claims 31, 33, 37, 49 to 51, and 53 are separately and independently allowable for additional reasons similar to those given above for claims 4, 6, 10, 22 to 24, and 27 respectively. Claim 55 was amended to mirror claim 29 in Beauregard form, and therefore should be allowable for reasons similar to claim 29.

Claim 54 recites numerous features not identified in the cited Akalley reference in the Office Action. For example, claim 54 recites "the first and the second gaming SMS text messages each configured to be converted from the Java transaction object format to the SMS text message format for the transmission over the wireless network, and to be reconverted to the Java transaction object format subsequent to the transmission over the wireless network". Akalley is entirely silent as to converting Java transaction object messages into SMS, and then subsequently reconverting them into Java transaction objects. Acordingly, for reasons similar to claim 1, and also this additional reasons, claim 54 should be allowable over Akalley.

V. Rejection of Claims 11 and 38 Under 35 U.S.C. § 103

The Office Action rejected claims 11 and 38 under 35 U.S.C. § 103 as being obvious over United Kingdom Patent Application 2385802 ("Akalley") in further view of U.S. Patent Application 2004/0162142 ("Cousineau"). As amended, claims 11 and 38 depend from claims 2 and 29, respectively, and are allowable for at least the same reasons given for claims 2 and 29. Applicant respectfully submits that Cousineau does not remedy the defects of Akalley as a reference for claims 2 ad 29.

VI. New Claim 56

New claim 56 has been added. Claim 56 generally relates to multiple players sharing entries in a wagering game which is entered using a remote user terminal communicating over a wireless network. In particular, claim 56 recites "sending to the application server a contribution share percentage for the entry for more than one user; debiting more than one user account for the entry in the wagering game, where the amount debited from each user account depends on the contribution share percentage; and responsive to the entry being a winning entry, crediting more than one user account, where the amount credited to each user account depends on the contribution share percentage." These features are not believed to be taught or suggested by the cited references of record.

CONCLUSION

In light of the foregoing, it is respectfully submitted that all of the presently pending claims are in condition for allowance. Prompt reconsideration and allowance of the present application is therefore earnestly solicited. The Commissioner is authorized to charge any fee arising in connection with the filing of this paper, including any necessary extension of time, to the deposit account of **Kenyon & Kenyon LLP**, Deposit Account No. **11-0600**. The Examiner is cordially invited to telephone the undersigned if any issue or question arises with respect to the present application.

Respectfully submitted,
KENYON & KENYON LLP

Date: 3/13/08
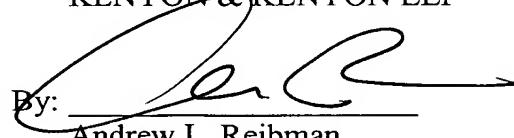
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